

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief Patrick Lynn/(954)693-8320

**PREPARED BY:** Police Administration/Adrienne Fletcher

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE BROWARD COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT.

**REPORT IN BRIEF:** To approve and authorize a renewal agreement between the Town of Davie Police Department and the Broward County Sheriff's Office Law Enforcement Mutual Aid for Traffic Enforcement. The agreement will permit traffic enforcement and assistance, one to another, across their respective jurisdictional lines in the described situations and under the terms and procedures outlines in the attached agreement.

**PREVIOUS ACTIONS:** Agreement approved in January 2009 (see attached documentation)

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account name and number:

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Law Enforcement Mutual Aid Agreement, Agreement Approval Documents

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE BROWARD COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC ENFORCEMENT.

WHEREAS, the Town of Davie authorizes to renew the Mutual Aid Agreement for Traffic Enforcement (hereinafter referred to as the "Agreement) pursuant to Section 23.1225 (1), (2) Florida Statutes, known as the Florida Mutual Aid Act; and

WHEREAS, the current Agreement expired on April 30, 2009; and

WHEREAS, the Town of Davie is desirous of extending the term of the Agreement for one (1) additional year through and ending on April 30, 2010. Thereafter it may be renewed for three (3) consecutive (1) year periods upon written mutual agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Mayor to enter into an agreement between the Town of Davie and the Broward County Sheriff's Office Law Enforcement Mutual Aid Agreement for Traffic Enforcement, a copy of which is attached hereto as for the purposes of acknowledging and accepting the terms and conditions set forth herein.

PD – Resolution Agreement between the Town of Davie and the Broward  
County Sherriff's Office Law Enforcement Mutual Aid Agreement for  
Traffic Enforcement.

SECTION 2. That the Mayor is hereby authorized to execute the agreement for  
the Broward County Sheriff's Office Law Enforcement Mutual Aid for Traffic  
Enforcement on behalf of the Town of Davie acknowledging and accepting the terms and  
conditions as set forth herein.

SECTION 3. This resolution shall take effect immediately upon its passage and  
adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_

MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

Office of the General Counsel  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312  
(954) 831-8920 (Telephone)  
(954) 321-4425 (Fax - General Counsel)  
(954) 321-5040 (Fax - Legal)  
(954) 797-0937 (Fax - Confiscations Unit)  
[www.sheriff.org](http://www.sheriff.org)



*Pride in Service with Integrity™*

April 29, 2009

Chief Patrick Lynn  
Davie Police Department  
1230 South Nob Hill Road  
Davie, Florida 33324

RE: Traffic Enforcement Mutual Aid – First Amendment

Dear Chief Lynn:

The Mutual Aid Agreement for Traffic Enforcement is expiring on **April 30, 2009**. Attached please find two (2) original First Amendments to the Mutual Aid Agreement for Traffic Enforcement for your signature. The Amendment extends the term of the Agreement through April 30, 2010 with the right to renew for three (3) consecutive one (1) year periods thereafter upon mutual written agreement.

Please execute the Amendment where indicated, have it notarized and return both Amendments to me at your earliest convenience for further processing.

Thank you for your time and attention to this matter.

Sincerely,

Jeff Hessler, Esq.  
Senior Legal Counsel

JH/seh

Attachment

cc: File

**AMENDMENT  
TO  
THE LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR  
TRAFFIC ENFORCEMENT**

The undersigned Governmental Entities in Broward County, Florida enter into this Amendment to the Mutual Aid Agreement for Traffic Enforcement.

**WHEREAS**, the undersigned Governmental Entities entered into a Mutual Aid Agreement for Traffic Enforcement (hereinafter referred to as the "Agreement") pursuant to Section 23.1225 (1), (2) Florida Statutes; and

**WHEREAS**, the Agreement expires on April 30, 2009; and

**WHEREAS**, the undersigned Governmental Entities are desirous of extending the term of the Agreement for one (1) additional year and allowing for three (3) consecutive one (1) year renewals thereafter; and

**THEREFORE**, in consideration of the mutual terms and conditions contained herein, the undersigned Governmental Entities agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The term of the Agreement is hereby extended through and including April 30, 2010. Thereafter, it may be renewed for three (3) consecutive one (1) year periods upon written mutual agreement of the undersigned governmental entities.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

**(Intentionally Left Blank)**

**AMENDMENT TO THE LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR TRAFFIC ENFORCEMENT**

**INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

AL LAMBERTI, SHERIFF OF BROWARD COUNTY

\_\_\_\_\_  
AL LAMBERTI  
Sheriff

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency subject to execution  
by the parties:

By: \_\_\_\_\_  
Judith Levine, General Counsel

Date: \_\_\_\_\_

STATE OF FLORIDA     )  
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,  
did personally appear: \_\_\_\_\_

(Insert Names and Official Titles)

of the City of \_\_\_\_\_, a municipal corporation of Florida, and  
acknowledged they executed the foregoing Agreement as the proper official of the City of  
\_\_\_\_\_ and the same is the act and deed of the City of \_\_\_\_\_

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of  
\_\_\_\_\_, in the State and County aforesaid on this, the \_\_\_\_\_ day of \_\_\_\_\_,  
2009.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**AMENDMENT TO THE LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR TRAFFIC ENFORCEMENT**

**INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES: CITY OF: \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)


(CORPORATE SEAL) \_\_\_\_\_  
(Official Title)

ATTEST:

\_\_\_\_\_  
City Clerk (Signature)

\_\_\_\_\_  
City Clerk (Print Name)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney (Signature)

Thomas P. Moss  
\_\_\_\_\_  
City Attorney (Print Name)

STATE OF FLORIDA     )  
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,  
did personally appear: \_\_\_\_\_

(Insert Names and Official Titles)  
of the City of \_\_\_\_\_, a municipal corporation of Florida, and  
acknowledged they executed the foregoing Agreement as the proper official of the City of \_\_\_\_\_  
and the same is the act and deed of the City of \_\_\_\_\_

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of \_\_\_\_\_,  
in the State and County aforesaid on this, the \_\_\_\_\_ day of \_\_\_\_\_,  
2009.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR  
TRAFFIC ENFORCEMENT**

The undersigned Governmental Entities in Broward County, Florida, together establish this mutual aid agreement pursuant to Section 23.1225 (1), (2), Florida Statutes, known as the Florida Mutual Aid Act. In accordance with the authority granted therein, the jurisdictions agree to the following agreement covering traffic enforcement activities across jurisdictional boundaries in certain defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each Governmental Entity. This Agreement shall be separate and apart from the current Countywide Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance.

The undersigned Governmental Entities agree to permit traffic enforcement and assistance, one to the other, across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

**I. ENFORCEMENT OF TRAFFIC LAWS.**

A. The undersigned governmental entities recognize the dangers of aggressive and dangerous driving and that there is a need for a continuing countywide effort to reduce the number of traffic related incidents and fatalities. As such, when an officer of a municipality observes a traffic infraction occurring in that officer's presence at any location within Broward County, the municipal officer may take appropriate action to enforce the traffic laws of the State of Florida, and may issue traffic citations, notices to appear, or make physical arrests as the circumstances warrant. The municipal officers shall have the authority to collect and preserve evidence, take custody of any contraband article as defined in Chapter 932.701-706, Florida Statutes, and/or take action that is necessary and appropriate to protect the safety of the public as may be appropriate under the circumstances. Nothing in this Agreement is intended to broaden the pursuit policies of the agencies involved. Such officer shall notify the jurisdiction in which the violation occurred of the incident and the action taken at the time it is taken, or as soon thereafter as practicable.

- 1) It is the intent of the undersigned governmental entities that Subsection A apply to on-duty and off-duty Law Enforcement Officers, while in properly equipped patrol vehicles, employed by the undersigned entities, subject to the specific rules and regulations as promulgated by each agency concerning its operations pursuant to this Agreement.

- B. Municipal law enforcement officers enforcing traffic laws pursuant to this Agreement shall be under the direction, authority and control of the commanding officers of their employing agency.
- C. All fines and/or fees shall accrue to the jurisdiction in which the offense was committed. Each ticket issued by municipal law enforcement officers shall clearly indicate the city and/or unincorporated area in which the offense occurred. Distribution of fines is generally governed as follows, pursuant to the Broward County Clerk of the Courts Office:

For disbursements related to the ticketing police officer's municipality/agency and the municipality where the ticket was issued, funds are disbursed as follows:

1. a \$2.00 fee is disbursed to the police officer's municipality/agency pursuant to section 318.18(11)(d) and 938.15, Florida Statutes, and
2. an amount equal to 50.8% of the remainder of the civil penalty imposed is disbursed to the municipality where the ticket was issued, pursuant to section 318.21(2)(g)2, Florida Statutes.

Consequently, a disbursement is made to **both** the ticketing police officer's municipality/agency and to the municipality where the infraction occurred.

Although several factors determine the precise amount a municipality will receive under section 318.21 for a moving violation infraction, the 50.8% disbursed on a single infraction can range from as little as \$5.21 to as much as \$241.55.

- D. The proceeds of any forfeiture action arising out of action taken pursuant to this Agreement shall be shared equally between the agency taking the action and the agency having original jurisdiction. It shall be the responsibility of the agency taking action pursuant to this Agreement to prosecute any forfeiture proceedings. Pursuant to Ch. 932.7055, Florida Statutes, the costs of the forfeiture proceedings shall be deducted from the net proceeds of any settlement or award of forfeiture.
- E. This Agreement shall constitute an ongoing request for assistance between the parties and no other formal request for assistance shall be necessary prior to taking any action contemplated herein.
- F. Terms and Procedures:

- 1) The Chief of Police of the agency, or designee, shall have the sole authority to determine whether personnel from that agency provide

traffic enforcement assistance across jurisdictional boundaries.

- 2) An officer taking action pursuant to this Agreement shall notify the agency having original jurisdiction as soon thereafter as possible, preferably while on scene. Additionally, the Broward Sheriff's Office Communications Division will be notified of the action taken by the municipal officer within twenty-four hours of the traffic stop made pursuant to this agreement.
- 3) Whenever the employees of one party to this agreement are taking action pursuant to the authority provided for in this Agreement, such employees shall have the same powers, duties, rights and immunities as if they were taking action within their employing jurisdiction.
- 4) To facilitate this process while at the same time prioritizing officer safety, radio communications will initially occur on the officer's home radio channel. The 911 Center, hereinafter referred to as Dispatch, will assist when requested to coordinate transferring subsequent communications to the agency having jurisdiction at the location of the traffic stop to insure coordination between the agencies. Dispatch shall also have available court date information for the jurisdiction where the stop took place, and any citations issued will be returnable to the appropriate court facility for the jurisdiction in which the stop occurred.

Dispatch, as well as the initiating officers, should remain keenly aware and vigilant in identifying an accurate location for the stop so that officers from the home jurisdiction can respond in a timely fashion.

Should a subject/arrestee's vehicle need to be towed, it will be towed by the appropriate vendor providing service to the municipality in which the stop was made and the request will be coordinated with the agency having original jurisdiction over the location of the stop.

- 5) All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency.
- 6) Each agency shall be responsible for bearing any cost associated with the loss or damage to any equipment or property used during action taken pursuant to this Agreement.

- 7) Each agency shall bear all costs associated with any negligent act or omission taken by an employee of their own agency. Nothing herein is intended as a waiver of sovereign immunity to which any party may be entitled.
- 8) Each agency shall promulgate rules and regulations concerning its operations pursuant to this Agreement.
- 9) There will be an evaluation of this program 90 days following implementation and again at 180 days. Those evaluations will be performed by the Broward County Chiefs of Police Traffic Committee and a report made to its President.

II. **SEVERANCE/TERMINATION**. Any of the undersigned governmental entities shall have the unconditional right to withdraw from this agreement upon giving a thirty (30) day written notice to the Sheriff of Broward County and to the Chief of Police of the remaining member entities.

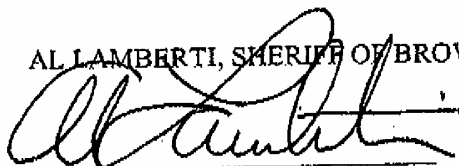
III. **DURATION OF AGREEMENT**. This Agreement shall be in effect from October 15, 2008 to April 30, 2009, among those governmental entities executing this agreement. It may be renewed, extended or modified only by written agreement executed by each governmental entity.

IV. **ADDING ADDITIONAL AGENCIES**. Agencies that elect to enter into this Agreement at a later date may do so by executing the Agreement and providing copies to the other agencies to the Agreement.

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC  
ENFORCEMENT**

**INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

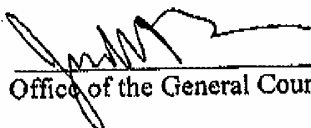
AL LAMBERTI, SHERIFF OF BROWARD COUNTY



Date: 1-29-09

AL LAMBERTI  
Sheriff

Approved as to form and legal  
sufficiency subject to execution  
by the parties:

By:   
Office of the General Counsel

Date: 1/14/09

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR TRAFFIC  
ENFORCEMENT**

**INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES:

Jennifer Edwards  
Janet J. Hale

(CORPORATE SEAL)

CITY OF:

DAVIE

BY:

(Signature)

PATRICK LYNN

(Print Name)

CHIEF OF POLICE

(Official Title)

ATTEST:

Russell Muniz  
City Clerk (Signature)

Russell Muniz  
City Clerk (Print Name)

APPROVED AS TO FORM:

Thomas P. Moss  
City Attorney (Signature)

City Attorney (Signature)

Thomas P. Moss  
City Attorney (Print Name)

City Attorney (Print Name)

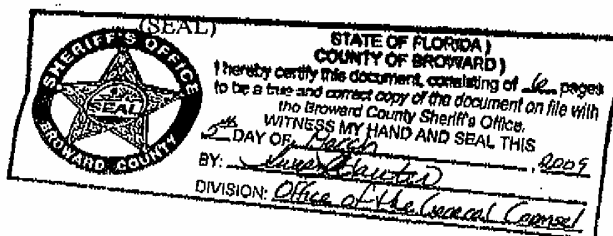
STATE OF FLORIDA )  
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,  
did personally appear: \_\_\_\_\_

(Insert Names and Official Titles)

of the City of \_\_\_\_\_, a municipal corporation of Florida, and  
acknowledged they executed the foregoing Agreement as the proper official of the City of  
\_\_\_\_\_ and the same is the act and deed of the City of \_\_\_\_\_.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the  
City of \_\_\_\_\_, in the State and County aforesaid on this, the  
\_\_\_\_\_ day of \_\_\_\_\_, 2008.



Notary Public

My Commission Expires: